



2005-2008

AGREEMENT

Of

TERMS AND CONDITIONS OF EMPLOYMENT

Between

**BERGEN COUNTY SPECIAL SERVICES
BOARD OF EDUCATION**

And

**THE BERGEN COUNTY SPECIAL SERVICES
EDUCATION ASSOCIATION**

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PREAMBLE

THIS AGREEMENT entered into this 1st day of July 2005, by and between the BOARD OF EDUCATION OF BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT with its principal office located at 327 E. Ridgewood Avenue, County of Bergen, State of New Jersey (hereinafter referred to as "Board") and BERGEN COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION with its principal office located at Paramus, County of Bergen, State of New Jersey (hereinafter referred to as the "Association").

RECOGNITION

The Board hereby recognizes the Bergen County Special Services Education Association as the exclusive negotiating representative, as defined under the laws of the State of New Jersey and in accordance with Chapter 303, Public Laws of 1968, for personnel under contract. The categories of employees, known as bargaining unit members, are comprised of the following groups: teachers, therapists, teacher assistants, nurses, interpreters, members of the Child Study Team (LDT-C, psychologists, and social workers), secretaries, behavior specialists, CART, rehabilitation workshop assistants, rehabilitation workshop instructors and rehabilitation counselors.

Provisions in the contract under each article refer to all bargaining unit members unless the category of employee is specified.

ARTICLE I

NEGOTIATION OF SUCCESSOR AGREEMENT

1. The demands of the Association shall be put in writing and given to the Board of Education no later than November 15, 2007.
2. The Board's answer, in writing, shall be forthcoming with any counter demands no later than December 15, 2007.
3. The parties shall commence negotiations concerning these demands no later than January 15, 2008.
4. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

It is understood that any of these dates may be waived by mutual agreement of the parties in writing. The demands and counter demands specified in Paragraphs 1 and 2 above will represent all the demands of the parties.

ARTICLE II

GRIEVANCES

A Grievance is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment.

The term Grievance shall not apply, however, in any of the following circumstances: (a) where the Board of Education is without authority to act; (b) where a method of review is prescribed by any law or by any rule, regulation or direction of the State Board of Education or the Commissioner of Education; or (c) a complaint of a non-tenured teacher which arises by reason of his or her not being re-employed by the Board.

The term grievant or aggrieved person shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.

A party in interest shall refer to the person or persons making the claim, and any person including the Association or Board who might be required to take action or against whom action might be taken in order to resolve the claim.

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits as specified, however, may be extended by mutual agreement.

Level One: The grievant shall first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated representative with the objective of resolving the matter informally within thirty (30) days of the occurrence or within thirty (30) days of when the grievant should have known of the occurrence.

Level Two: If the Grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, she/he may file the grievance in writing with the Superintendent or his/her designee.

Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after a discussion with the Superintendent or his/her designee or ten (10) school days after the grievance was delivered to the Superintendent or his/her designee the Board shall hear the grievance within forty-five (45) calendar days of notification. The Board's response, in writing, shall be served upon the grievant within ten (10) school days thereafter.

Level Four: If the Grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after the Board hearing, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rules of such agency shall apply. The Association shall notify the Board of its intent to file for arbitration within fifteen (15) school days following expiration of time lines in Level Three. If timely notice is not served upon the Board the decision at Level Three shall be final.

The only grievances which may be arbitrated under Level Four are those alleging that there has been a violation of the express written terms of this locally negotiated agreement. No grievances shall be arbitrable that involved the interpretation, application or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment, or of the statutes and regulations setting terms and conditions of employment.

The arbitrator so selected shall confer with the representatives of the Board and the Grievant and hold hearings promptly and shall issue his/her decision no later than thirty (30) days of the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The authority of the arbitrator is limited to the interpretation, application, or the compliance with the provisions of this agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. The arbitrator shall be bound by and decide in accordance with all applicable New Jersey and Federal Statutes, Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. The decision of the arbitrator shall be submitted to the Board of Education and the Grievant and shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any and actual and necessary expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

Any grievant may represent himself/herself through Level Three of this procedure. When the grievant is not represented by the Association, the grievant has no authority to proceed to arbitration.

No reprisals of any kind shall be taken by the Board or by any member of the administration against any other party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall commence at Level Two.

All decisions rendered excluding Level One shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted to the Grievant and the Association within the specified timeframes.

Any and all documents, communications, and records dealing with the grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files unless by a mutual agreement by the parties.

ARTICLE III

HOURS AND WORK SCHEDULE FOR STAFF

- A. Except as otherwise set forth in paragraph 6 hereof this sub-article A shall apply to the teachers, nurses, therapists, interpreters, teacher assistants, CART, and behavior specialists.
1. The District school calendar for teaching staff will consist of 187 days which includes three (3) snow days. In the event that all or some of the three (3) snow days are not used the District school calendars shall be reduced, accordingly at the end of the school year. In no event shall teaching staff work more than 184 days in an academic year.
 2. The normal in-school work day shall consist of six (6) hours and fifteen (15) minutes. Inclusive of lunch period except that the normal in-school work day for programs in host school districts shall conform to that of the host school district.
 3. The staff shall indicate their presence in the building by initialing the faculty roster when they arrive and depart from the school.
 4. (a) Except as otherwise provided in host school districts, this staff must be present in their assigned teaching stations fifteen (15) minutes prior to student arrival at the beginning of the school day.
(b) Except as otherwise provided in host school districts and in this Agreement this staff may leave fifteen (15) minutes after school is dismissed. However, in the event that student(s) are still present for whatever reason or emergency, staff members shall be designated by the Program Administrator to supervise said student(s) until they have properly departed from the facility.
(c) Program Administrators will use volunteers as well as assigned staff throughout the year on a rotation basis for bus assistance as necessary. All assigned bus duty staff will be compensated with an equal amount of documented time when the buses exceed the fifteen (15) minute limit beyond the work day except during the first two (2) weeks of school.
 5. This staff shall attend such school functions as parent nights, open house programs, orientation programs, in-service training programs, faculty meetings, and other programs as shall be designated by the Superintendent or his/her designee. If teachers, nurses, therapists, interpreters, CART, behavior specialists, and teacher assistants know that they cannot attend, they must first advise the Program Administrator.
 6. Teachers, specialists, therapists, CART, and interpreters shall have a minimum of one-half (1/2) hour of preparation time per day to be taken during the school day, not at the beginning of the day, while school is in session and when substitutes are available. In the event a teacher, specialist, therapist, CART or interpreter is denied a preparation period as a result of being assigned additional teaching duties during a preparation period, the teacher shall be compensated at the rate of \$15.00 for each period lost.

B. This sub-article B shall apply to all rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors.

1. Except for emergencies it is agreed that the work day shall consist of six and three-quarter (6-3/4) hours inclusive of a thirty (30) minute lunch. It is agreed scheduled staff, staff-client, parent, and staff development meetings will extend beyond the six and three-quarter (6-3/4) hour work day including, but not limited to a minimum of one (1) additional thirty (30) minute staff meeting per week.
2. Attendance of rehabilitation workshop assistants, rehabilitation workshop instructors and rehabilitation counselors at work when inclement weather or other unexpected emergencies prohibit clients from participating in the program shall be at the discretion of the Superintendent or his/her designee.
3. Summer hours shall be from 8:45 am to 3:00 pm. If all clients have not left the premises, rehabilitation workshop assistants, rehabilitation workshop instructors, or rehabilitation counselors shall remain to supervise them. This responsibility shall be rotated amongst the rehabilitation workshop assistants, rehabilitation workshop instructors, or rehabilitation counselors. Summer hours shall commence on July 1 and cease the beginning of the traditional school year.

C. This sub-article C shall apply to all child study team members.

1. The child study team members work day shall consist of six (6) hours and thirty (30) minutes, exclusive of a sixty (60) minute lunch period. They shall indicate their presence in the building by initialing the faculty roster when they arrive and depart from the school.

When during the course of the regular school year there are "recess" days, child study team members' work day shall be from 8:30 a.m. to 3:00 p.m.

Summer hours (8:30 a.m. to 3:00 p.m.) will commence July 1 and terminate five (5) working days prior to Labor Day.

2. In the event that, due to inclement weather, teacher attendance is not required, child study team attendance shall not be required.
3. All child study team members shall attend orientation programs, in-service training programs, faculty meetings, home and other visits, parent nights, and other such programs as shall be designated by the Superintendent or his/her designee.

D. This sub-article D shall apply to all secretaries.

- 1) The normal in-school work day shall consist of seven (7) hours, exclusive of lunch period except during the summer vacation of each year and during Christmas recess, winter recess and spring recess of each year, the normal in-school work day shall consist of six (6) hours, exclusive of lunch period.
- 2) In the event that, due to inclement weather, teacher attendance is not required, the attendance of secretaries shall not be required.

ARTICLE IV

SALARIES

Provision #1 – Classifications

The salary guide shall provide for five (5) salary classifications with five (5) separate columns defined as follows:

Column I: Teachers having a Bachelor's degree (Four-year training level)

Column II: Teachers having a Bachelor's degree, plus fifteen (15) approved credits

Column III: Teachers having a Master's degree, or a Bachelor's degree plus thirty (30) approved credits
(Five year training level)

Column IV: Teachers having a Master's degree plus fifteen (15) approved credits

Column V: Teachers having a Doctor's degree or a Master's degree plus thirty (30) approved credits
(Six-year training level)

All certificated staff paid on the teachers' salary guide having a Doctorate will receive an annual salary adjustment to their column and step pay of \$750; amount to be pensionable.

Provision #2 - Salaries for Teachers

The salary guides for Teachers for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part hereof.

Provision #3 – Annual Increments of Employees

Annual increases in salary shall not be automatic, but are subject to the recommendation of the Superintendent and the approval of the Board of Education based on evaluation(s) of overall performance.

Provision #4 – Degree and Credits

Each year teachers will be issued contracts based upon the college degrees and/or college credits earned as of the date of issuance. It shall be the responsibility of each teacher to submit to the Superintendent or his/her designee in writing, on or before September 1 of each year, evidence of college degrees and/or college credits earned for placement on the salary guide for the current year. Such credits shall be related to the area which he/she is employed and shall meet with the approval of the Superintendent or his/her designee.

Only those college credits earned after the last degree training level on which their salary is based shall be considered for incremental elevation on the salary guide.

For each therapist, credit for evidence of satisfactory completion of Continuing Education Units (CEU), completed subsequent to July 1, 1996, will be approved for salary guide column advancement in accord with the following:

1. Approval to take CEU must be obtained from the Superintendent or his/her designee prior to registering for the course.
2. Forty-five (45) hours shall be required to establish equivalency with a traditional three (3) credit graduate course.
 - a) Speech Therapists may only apply for CEU approval subsequent to achieving a Master's Degree. A maximum of six (6) CEU credits may be granted at the MA+15 level and a maximum of six (6) CEU credits at the MA+30. The later six (6) CEU credits will only be approved after establishing eligibility at the MA+15 level.
 - b) Occupational Therapists and Physical Therapists may take six (6) CEU credits at each column level of the salary guide subject to the terms set forth in items 1 and 2 of this provision. Additionally, the therapists must establish eligibility for additional CEU approval.
3. The costs associated with taking CEU shall be borne solely by the staff member and are not eligible for tuition reimbursement.

Provision #5 – Initial Salary Guide Placement

- A. Salary step credit may be allowed for approved and appropriate full-time teaching experience elsewhere.
- B. Ten (10) month staff whose anniversary date of employment occurs on or before February 1 of any year earns one (1) year service credit and shall be entitled to an increment. Ten (10) month staff whose anniversary date of employment occurs February 2 or thereafter of any year shall not earn one (1) year service credit and shall not be entitled to an increment. The same rule shall apply as it relates to longevity.
- C. Twelve (12) month staff whose anniversary date of employment occurs on or before January 1 of any year earns one (1) year service credit and shall be entitled to an increment. Twelve (12) month staff whose anniversary date of employment occurs January 2 or thereafter of any year shall not earn one (1) year service credit and shall not be entitled to an increment. The same rule shall apply as it relates to longevity.

Provision #6 –Salaries for Child Study Team

The salary guides for all members of the Child Study Team employed as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part hereof.

Each Chairperson of the Child Study Team shall receive, in addition to the Chairperson's regular salary, a stipend of \$950.00 for each school year. The Superintendent or his/her designee shall select and designate all Chairpersons subject to the Boards approval.

Provision #7 –Military Credit

Credit for military experience will be granted on year for year increment credits to a maximum of four (4) years of military service. Only full years shall be credited as a full year. Any period of service which is eleven (11) months or more shall be credited as a full year.

Provision #8 – Appropriate Steps

All Teachers will be placed on the appropriate step of the new guide, limited as to Provision #5 of the Salary Guide.

Provision #9 – Salaries for Teacher Assistants

The salary guides for Teacher Assistants employed as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part hereof.

Provision #10 – Salaries for Interpreters

The salary guides for Interpreters shall provide for two (2) salary classifications with two (2) separate columns defined as follows:

Column I: Interpreters who have a high school diploma or GED and pass the Educational Interpreters Professional Assessment.

Column II: Interpreters who have a Standard Educational Services Certificate under N.J.S.A. 6A 9-13:18 Educational Interpreter.

The salary guides for Interpreters as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part hereof.

Provision #11 – Salaries for Secretaries

The salary guides for Secretaries as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part hereof.

All secretaries who have completed ten (10) years of service shall receive a one time bonus of \$800.00; secretaries who have completed fifteen (15) years of service shall receive a one time bonus of \$1,000.00; secretaries who have completed twenty (20) years of service shall receive a one time bonus of \$1,000.00.

Provision #12 – Salaries for Behavior Specialists

The salary guide for Behavior Specialists as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part thereof.

Provision #13 – Salaries for CART

The salary guide for CART as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part thereof.

Provision #14 –Salaries for Rehabilitation Workshop Assistants, Rehabilitation Workshop Instructors, and Rehabilitation Counselors

The salary guide for Rehabilitation Workshop Assistants, Rehabilitation Workshop Instructors, and Rehabilitation Counselors as of the effective date of this Agreement for the years 2005-06, 2006-07, and 2007-08 shall be in accordance with the guides attached hereto and made a part thereof.

Provision #15 –Longevity Stipend

In addition to the base salary all bargaining unit members shall receive an annual longevity stipend in accordance with the following schedule for the number of continuous years in the District. For employees hired July 1, 2005, and thereafter continuous years in the District include Board approved leaves of absence but no other interruptions of employment.

<u>2005-06</u>		<u>2006-07</u>		<u>2007-08</u>	
10	\$350	10	\$500	10	\$600
15	\$1,250	15	\$1,400	15	\$1,500
20	\$1,500	20	\$1,650	20	\$1,750
25	\$1,750	25	\$1,900	25	\$2,000

Provision #16 – Host School Stipend

Host school staff shall follow the host school schedules and shall receive annual stipends of \$750 from 2005-2008 when the host school contractual day is longer by twenty-five (25) minutes or more than the Bergen County Special Services contractual day.

Provision #17 – Commercial Driver License

Each teacher assistant, behavior specialist, CART, rehabilitation workshop assistant and rehabilitation workshop instructor who maintains a valid commercial driver license, holds an exemplary driving record, and agrees to drive for a field trip will receive \$30.00 payment per field trip. The Superintendent or his/her designee shall select and designate drivers from the list of Board approved volunteers holding a valid commercial driver's license.

Provision #18 – Alternative Portfolio Assessment

Administrators will support teachers who are required to complete APA for their students through a combination of (a) providing substitutes, as available (b) time in lieu of Program staff meetings, (c) additional prep periods, and/or (d) class coverage using other certificated staff. Administrators will meet with each individual teacher to plan for the time needed to complete the APA assignment. During APA release time teachers will have uninterrupted access to a workstation to complete their APAs.

ARTICLE V

I. VACATION SCHEDULE FOR SECRETARIES, CHILD STUDY TEAM, REHABILITATION WORKSHOP ASSISTANTS, REHABILITATION WORKSHOP INSTRUCTORS, AND REHABILITATION COUNSELORS

A. Secretaries shall be eligible for vacations on the following basis:

1. First year personnel – one (1) vacation day for each month of service, to twelve (12) work days.
2. Employees who have completed one (1) year of service, up to five (5) years of service, shall receive twelve (12) vacation days per year. An employee is eligible for fifteen (15) vacation days after completion of her/his fifth year of service. An employee is eligible for twenty (20) vacation days after completion of his/her tenth year of service.
3. When a holiday falls on a scheduled vacation, this shall not be subtracted from the employee's vacation days.
4. Vacation scheduling shall be subject to the recommendation of the Program Administrator and the approval of the Superintendent or his/her designee.

B. Child Study Team members following a twelve (12) month schedule shall not be eligible for vacations and will be required to work twenty (20) days, subject to administrative approval, between the last day of school and August 31. Twelve (12) month Child Study Team members will work a total of 204 days and follow the holidays as set forth in the ten (10) month school calendar or host school calendar as assigned.

C. Rehabilitation staff shall be eligible for vacations on the following basis:

1. First year personnel - one (1) vacation day for each month of service up to twelve (12) work days.
2. After five (5) years of continuous service in the program fifteen (15) vacation days.
3. After ten (10) years of continuous service in the program twenty (20) vacation days.
4. After completing five (5) years of employment, staff will be entitled to three (3) additional vacation days if they were hired by December 31. Those hired after December 31 shall receive their additional vacation credit beginning the following July 1.

II. HOLIDAY SCHEDULE FOR SECRETARIES, REHABILITATION WORKSHOP ASSISTANTS, REHABILITATION WORKSHOP INSTRUCTORS, AND REHABILITATION COUNSELORS

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

December 31
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

(Religious Holidays when schools are closed as per Board policy)

A. Secretaries

1. Should the School District remain open on any of the aforesaid holidays, secretaries shall work and shall receive an equal number of replacement holidays to be taken during the same academic year when the School District is closed (during Christmas, Winter and Spring vacations) and with the prior approval of the Program Administrator and Superintendent or his/her designee.
2. Twelve (12) month secretaries, except for twelve (12) month secretaries assigned to host schools, shall receive a half day (1/2) the day before Thanksgiving and the start of the Christmas recess as scheduled on the BCSS school calendar.
3. Twelve (12) month secretaries, except for twelve (12) month secretaries assigned to host schools, shall not work during the Christmas recess, but shall report back to work when school resumes as scheduled on the BCSS school calendar after the New Year.
4. Twelve (12) month secretaries assigned to the host schools shall follow the host school calendars during the ten (10) month school year, other than winter, spring, and summer recess when BCSS twelve (12) month secretaries will follow host school twelve (12) month secretaries' schedules.
5. Two (2) additional holidays shall be permitted each secretary as the secretary may select, with the prior recommendation of the Program Administrator and the approval of the Superintendent or his/her designee.
6. One of the recess weeks (Christmas recess, winter recess or spring recess) shall also be permitted for secretaries who have completed five (5) years of service in the District. Employee's choice of recess week is subject to approval by the Superintendent or his/her designee. Prior notice of secretaries' choice of recess week shall be given one (1) month in advance to the secretaries' immediate supervisor.

B. Rehabilitation Workshop Assistants, Rehabilitation Workshop Instructors, and Rehabilitation Counselors

1. Twelve (12) month rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors shall receive a half-day (1/2) the day before Thanksgiving and the start of the Christmas Recess on the BCSS school calendar.
2. Rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors shall not work during the Christmas recess. They should report back to work when school resumes as scheduled on the BCSS school calendar after the New Year.
3. Two (2) floating holidays shall be granted to twelve (12) month rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors. Those staff hired between July 1 and December 31 will be entitled to receive two (2) floating holidays for that year. Those staff hired after December 31 to June 30 shall receive their two (2) floating holiday credits beginning the following July 1. The floating holidays must be pre-approved by the Program Administrator.
4. Rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors follow the twelve (12) month Rehabilitation/Careers through Technology Program Calendar.

ARTICLE VI

INSURANCE PROTECTION

- A. The Board shall provide for each full-time employee who is under contract, hospitalization and medical-surgical insurance as listed below, or its equivalent:

NJ Blue Cross Plan (Full coverage for employee and family);

NJ Blue Shield Plan (Full coverage for employee and family);

Major Medical (Full coverage for employee and family)

B. Dental Insurance

1. Dental coverage provided under the previous contract shall remain in full force and effect. The Board shall provide family dental insurance coverage with a reimbursement plan providing eighty (80%) percent payment by the insurance carrier and twenty (20%) percent payment by the employee.
 2. The Board shall provide a family orthodontia plan as offered by the existing dental insurance carrier.
- C. The Board shall provide a full family prescription drug plan at a cost to the employee of five (\$5.00) dollars per prescription. Fertility drugs will no longer be covered under the drug plan; the claim must be filed under Health Benefit Plan for consideration by the carrier.
- D. Once each of the insurance plans becomes effective as set forth above, insurance as provided in Paragraphs A, B, and C shall commence at the first regular insurance enrollment period for which they are eligible following the employee's appointment.

ARTICLE VII

AGENCY SHOP

A. Representation Fee

If a non-member of the Association who is an employee within the bargaining unit (See Recognition), hereinafter referred to as "non-member employee," does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee in lieu of dues not to exceed eighty-five (85%) percent of regular union dues, fees and assessments to the Association for that membership year.

B. Procedure

1. Notification. Prior to November 1 each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year or not paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such non-member employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each non-member employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a) Ten (10) days after receipt of the aforesaid list by the Board; or
 - b) Thirty (30) days after the non-member employee begins his or her employment in a bargaining unit position.
3. Termination. If a non-member employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said non-member employee during the membership year in question. The procedure, as described herein, shall apply only if it is equally applied under the same circumstances to members of the Association for the purposes of dues collection.
4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as

possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

C. Indemnification

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not by the employer in conformance with the provision.

ARTICLE VIII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers' dues for the Bergen County Special Service Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with current record of any corrections shall be transmitted to such person as may from time to time be designated by the Bergen County Special Services Education Association by the 15th of each month following the monthly pay period in which deductions are made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations' names above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE IX

RETIREMENT

A. Upon retirement from the District, employees shall be paid for unused sick leave as follows:

1. Teachers, nurses, specialists, therapists, and Child Study Team members shall be paid for up to a maximum of 100 days unused sick leave at \$100.00 per day.
2. Interpreters, teacher assistants, secretaries, behavior specialists, CART, rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors shall be paid for a maximum of 100 days unused sick leave at \$70.00 per day.

B. Each year unused personal days shall be placed in a bank. Those days may not be used in future years as personal days. Upon retirement from the District, employees shall be paid for unused personal days as follows:

1. Teachers, nurses, specialists, therapists and Child Study Team members shall be paid for unused personal days at \$100.00 per day.
2. Interpreters, teacher assistants, secretaries, behavior specialists, CART, rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors, shall be paid for unused personal days at \$70.00 per day.

ARTICLE X

BEREAVEMENT

- A. Employees shall have bereavement leave pursuant to Board policy. A total of five (5) days bereavement leave shall be allowed in the event of the death of a member of the employee's immediate family, which shall be defined as follows:

Husband or Wife	Brother or Sister
Children	Stepchildren
Mother or Father	Mother-in-law or Father-in-law
Other relatives of if living in the same domicile at time of death	

- B. Death of a relative not a member of the immediate family - one (1) day.

ARTICLE XI

PERSONAL LEAVE

Bargaining Unit Members shall receive a total of three (3) personal days pursuant to Board policy. Bargaining Unit Members must notify his/her immediate supervisor in advance of each personal day to be taken. No reason needs to be given. Unused personal leave days shall be banked pursuant to Article IX, Section B.

ARTICLE XII

TUITION REIMBURSEMENT

- A. Each teacher, therapist, specialist, interpreter, and child study team member shall be eligible to receive reimbursement for tuition expenses for courses for which he or she shall have received prior written approval by the Superintendent or his/her designee, and for which invoices and evidence of successful completion (transcript) of a course with a grade of B or better have been submitted to the Superintendent or his/her designee. The employee shall notify the Superintendent or his/her designee that he plans to take a course or courses for two (2) months prior to the date. Within one (1) month of the commencement of the course, the employee shall have written approval by the Superintendent or his/her designee of the specific course(s). Tuition reimbursement shall be directly related to such employee's professional responsibilities in the District.
- B. Teacher assistants shall be reimbursed provided the credits are in the field of education and are work related. Payment to teacher assistants shall be made within six (6) months after proof of the successful completion (transcript) of a course with a grade of B or better has been submitted to the Superintendent or his/her designee, except if the teacher assistant is dismissed or fired by the Board. In that case, payment shall be made upon the employee's leaving the employ of the Board. In all other respects, tuition reimbursement for teacher assistants shall conform to the notice and other requirements of Article XII A.
- C. Secretaries shall receive reimbursement for work related courses. Payment to secretaries shall be made within six (6) months after proof of the successful completion (transcript) of a course with a grade of B or better has been submitted to the Superintendent or his/her designee, except if the secretary is dismissed or fired by the Board. In all other respects, tuition reimbursement for secretaries shall conform to the notice and other requirements of Article XII A.
- D. CART, behavior specialists, rehabilitation workshop assistants, rehabilitation workshop instructors and rehabilitation counselors shall receive reimbursement for tuition expenses for courses for which he/she shall receive prior written approval by the Superintendent or his/her designee, and for which invoices, and a transcript of successful completion of a course with a grade of B or better are submitted to the Superintendent or his/her designee. Such rehabilitation workshop assistants, rehabilitation workshop instructors and workshop counselors shall notify the Superintendent or his/her designee that he/she plans to take a course two (2) months prior to the date. Within one (1) month of the commencement of the course, the rehabilitation workshop assistant, rehabilitation workshop instructor and rehabilitation counselor shall have written approval by the Superintendent or his/her

designee of the specific course(s). CART, behavior specialists, rehabilitation workshop assistants, rehabilitation workshop instructors and rehabilitation counselors shall receive their reimbursement checks within a reasonable amount of time.

Reimbursement shall be for courses directly related to such CART, behavior specialists, rehabilitation workshop assistants, rehabilitation workshop instructors and rehabilitation counselors' professional responsibilities or career advancement in the District.

- E. The Board will require two (2) month's notice prior to the taking of a course, except that, if the College or University does not offer the course or prevents the employee from taking the course, if offered, then the bargaining unit member may substitute another course provided one month's notice is given to the Board.
- F. For each school year full-time teachers, therapists, nurses and child study team members shall be granted a maximum of:

2005-2006	\$2,400
2006-2007	\$2,500
2007-2008	\$2,600

For each school year all other Association members shall be granted a maximum of:

2005-2006	\$2,100
2006-2007	\$2,200
2007-2008	\$2,300

Certificated staff who hold a degree, however, must take graduate level courses.

- G. Online courses are eligible for tuition reimbursement and recognized as professional development if the online course is an accredited graduate course for certificated staff members or an approved undergraduate/graduate course for non-certificated staff. All course submissions must be earned at accredited colleges and universities recognized by the New Jersey State Department of Education, or any accrediting entity, college, or university accepted by one of the following recognized entities:

Middle States Association of Colleges and Secondary Schools
New England Association of Schools and College Commissions on Institutes of Higher Education
North Central Association of Colleges and Secondary Schools
Northwest Association of Colleges and Secondary Schools
Southern Association of Colleges and Secondary Schools
Western Association of Colleges and Secondary Schools

Institutions recognized by the Community and Junior College/Accrediting Commission for Senior Colleges and Universities will be deemed acceptable only for undergraduate course work. Staff is not required to be working toward a degree to be eligible for reimbursement. However, the courses for which reimbursement is requested must be part of a degree program recognized by the colleges, universities, or accrediting entities cited in this provision. Courses taken through a correspondence program, video program or other courses not included in a degree program shall not be considered.

- H. All claims for tuition reimbursement must be submitted no later than ninety (90) days following the completion of the program for which tuition was paid.

ARTICLE XIII

TENURE AND SENIORITY

- A. Employees eligible for statutory tenure shall receive this entitlement consistent with the statutory provisions.
- B. Teacher assistants and interpreters hired prior to July 1, 1996, not eligible for statutory tenure, shall be granted negotiated tenure after three (3) years and one (1) day of satisfactory service in the school district.
- C. Teacher assistants and interpreters hired subsequent to July 1, 1996, not eligible for statutory tenure, shall be granted negotiated tenure after five (5) years and one (1) day of satisfactory service in the school district.
- D. Negotiated tenure shall not be expanded beyond the employee groups as set forth in Article I, Recognition, of the 1996-1999 negotiated agreement.
- E. In the event of a reduction in force, those employees having tenure status shall be considered in accordance with their seniority. The rights and obligations of the Board and such employees concerning tenure and seniority shall be in accordance with the statutes, regulations, judicial and administrative decisions of the State of New Jersey governing the same.

ARTICLE XIV

REIMBURSEMENTS

- A. Bargaining Unit Members who use their automobiles for school purposes shall be reimbursed at the IRS rate as it is listed on July 1 of each year.
- B. Rehabilitation workshop assistants, rehabilitation workshop instructors, and rehabilitation counselors shall receive three hundred dollars (\$300) annually for clothing maintenance.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008.

ARTICLE XVI

MISCELLANEOUS

The cost of printing this Agreement shall be shared equally by the Board and the Association.

**BEHAVIOR SPECIALISTS
2005-2008**

	2005-06		2006-07		2007-08	
Step						Step
1	\$43,221		\$46,207		\$47,653	1
2	\$44,302		\$47,362		\$48,844	2
3	\$45,410		\$48,546		\$50,065	3
4	\$47,410		\$49,912		\$51,317	4
5	\$49,375		\$51,278		\$52,600	5
6	\$51,240		\$52,644		\$53,680	6
7	\$53,005		\$54,010		\$54,760	7
8	\$54,670		\$55,340		\$55,840	8
9	\$56,335		\$56,670		\$56,920	9
10	\$58,000		\$58,000		\$58,000	10

2005-06 - Stay on step

2006-07 - Stay on step

2007-08 - Move a step

CART
2005-2008

	2005-06	2006-07	2007-08	
Step				Step
1	\$29,618	\$30,430	\$30,780	1
2	\$30,406	\$31,080	\$31,430	2
3	\$31,194	\$31,730	\$32,080	3
4	\$31,982	\$32,380	\$32,730	4
5	\$32,770	\$33,030	\$33,380	5
6	\$33,550	\$33,680	\$34,030	6
7	\$34,330	\$34,330	\$34,680	7

2005-06 - Stay on step

2006-07 - Move a step

2007-08 - Move a step

**10-MONTH CHILD STUDY TEAM
2005-2008**

	2005-06	2006-07	2007-08	
Step				Step
1	\$49,725	\$54,434	\$58,808	1
2	\$53,351	\$56,979	\$60,808	2
3	\$56,988	\$59,524	\$62,808	3
4	\$60,620	\$62,069	\$64,808	4
5	\$64,350	\$64,614	\$66,808	5
6	\$66,750	\$67,159	\$68,808	6
7	\$69,150	\$69,704	\$70,808	7
8	\$71,150	\$71,704	\$72,808	8
9	\$73,150	\$73,704	\$74,808	9
10	\$75,150	\$75,704	\$76,808	10
11	\$77,150	\$77,704	\$78,808	11
12	\$79,150	\$79,704	\$80,808	12
13	\$81,150	\$81,704	\$82,808	13
14	\$82,970	\$83,704	\$84,808	14
15	\$84,600	\$85,704	\$86,808	15

2005-06 Step 11A eliminated; staff on steps 11 and lower in 2004-05 remains at same step;
others move a step

2006-07 Move a step

2007-08 Move a step

**12-MONTH CHILD STUDY TEAM
2005-2008**

	2005-06	2006-07	2007-08	
Step				Step
1	\$54,698	\$59,877	\$64,689	1
2	\$58,686	\$62,677	\$66,889	2
3	\$62,687	\$65,476	\$69,089	3
4	\$66,682	\$68,276	\$71,289	4
5	\$70,785	\$71,075	\$73,489	5
6	\$73,425	\$73,875	\$75,689	6
7	\$76,065	\$76,674	\$77,889	7
8	\$78,265	\$78,874	\$80,089	8
9	\$80,465	\$81,074	\$82,289	9
10	\$82,665	\$83,274	\$84,489	10
11	\$84,865	\$85,474	\$86,689	11
12	\$87,065	\$87,674	\$88,889	12
13	\$89,265	\$89,874	\$91,089	13
14	\$91,267	\$92,074	\$93,289	14
15	\$93,060	\$94,274	\$95,489	15

2005-06 Stay on Step; Step10A eliminated; staff on steps 10A in 2004-05 and lower move one (1) step back due to 10A elimination
2006-07 Move a step
2007-08 Move a step

**INTERPRETERS
2005-2008**

I H.S. Diploma or G.E.D.			
	2005-2006	2006-2007	2007-2008
Step			
1	\$27,530	\$30,020	\$32,630
2	\$28,916	\$31,148	\$33,630
3	\$30,502	\$32,476	\$34,630
4	\$32,288	\$34,004	\$35,840
5	\$34,274	\$35,732	\$37,250
6	\$36,460	\$37,660	\$38,860

II Standard Certificate			
	2005-2006	2006-2007	2007-2008
			Step
	\$29,530	\$32,020	\$34,630
1	\$30,916	\$33,148	\$35,630
2	\$32,502	\$34,476	\$36,630
3	\$34,288	\$36,004	\$37,840
4	\$36,274	\$37,732	\$39,250
5	\$38,460	\$39,660	\$40,860
6			

2005-06 - Stay on step

2006-07 - Stay on step

2007-08 - Stay on step

**REHABILITATION WORKSHOP ASSISTANTS
2005-2008**

	2005-2006		2006-2007		2007-2008	
Step						Step
1	\$21,491		\$23,591		\$26,091	1
2	\$21,991		\$24,091		\$26,591	2
3	\$22,491		\$24,591		\$27,091	3
4	\$22,991		\$25,091		\$27,591	4
5	\$23,791		\$25,791		\$28,091	5
6	\$24,791		\$26,691		\$28,841	6
7	\$25,991		\$27,791		\$29,791	7
8	\$27,391		\$29,091		\$30,941	8
9	\$28,991		\$30,591		\$32,291	9
10	\$30,791		\$32,291		\$33,841	10
11	\$32,791		\$34,191		\$35,591	11

2005-06 - Stay on step

2006-07 - Stay on step

2007-08 - Stay on step

REHABILITATION COUNSELORS
2005-2008

	2005-06	2006-07	2007-08	
Step				Step
1	\$46,611	\$47,430	\$48,252	1
2	\$47,776	\$48,616	\$49,458	2
3	\$48,970	\$49,831	\$50,694	3
4	\$50,194	\$51,077	\$51,961	4
5	\$51,449	\$52,354	\$53,260	5
6	\$52,735	\$53,663	\$54,591	6
7	\$54,053	\$55,005	\$55,956	7
8	\$55,404	\$56,380	\$57,355	8
9	\$56,789	\$57,789	\$58,789	9

2005-06 - Move a step

2006-07 - Move a step

2007-08 - Move a step

REHABILITATION WORKSHOP INSTRUCTORS
2005-2008

	2005-06	2006-07	2007-08	
Step				Step
1	\$30,743	\$31,545	\$32,344	1
2	\$31,512	\$32,334	\$33,153	2
3	\$32,300	\$33,142	\$33,982	3
4	\$33,108	\$33,971	\$34,832	4
5	\$33,936	\$34,820	\$35,703	5
6	\$34,784	\$35,690	\$36,596	6
7	\$35,654	\$36,582	\$37,511	7
8	\$36,545	\$37,497	\$38,449	8
9	\$37,459	\$38,434	\$39,410	9
10	\$38,395	\$39,395	\$40,395	10

2005-06 - Move a step

2006-07 - Move a step

2007-08 - Move a step

**SECRETARIES
2005-2008**

	2005-06		2006-07		2007-08	
Step						Step
1	\$35,860		\$36,936		\$38,226	1
2	\$36,756		\$37,859		\$39,182	2
3	\$37,675		\$38,805		\$40,162	3
4	\$38,675		\$39,775		\$41,166	4
5	\$39,675		\$40,775		\$42,195	5
6	\$41,225		\$42,325		\$43,695	6
7	\$43,175		\$44,275		\$45,545	7
8	\$45,375		\$46,475		\$47,745	8
9	\$48,405		\$49,505		\$50,605	9

2005-06 - Move a step

2006-07 - Move a step

2007-08 - Move a step

**TEACHER ASSISTANTS
2005-2008**

	2005-06		2006-07		2007-08	
Step						Step
1	\$20,817		\$22,307		\$23,967	1
2	\$21,792		\$23,227		\$24,737	2
3	\$22,832		\$24,218		\$25,547	3
4	\$23,877		\$25,209		\$26,407	4
5	\$24,922		\$26,200		\$27,317	5
6	\$25,967		\$27,191		\$28,277	6
7	\$27,012		\$28,182		\$29,237	7
8	\$28,057		\$29,173		\$30,197	8
9	\$29,182		\$30,239		\$31,232	9
10	\$30,497		\$31,505		\$32,467	10
11	\$32,017		\$32,971		\$33,902	11
12	\$33,587		\$34,487		\$35,387	12

2005-06 - Stay on step

2006-07 - Stay on step

2007-08 - Stay on step

**TEACHERS
2005-2006**

	I BA	II BA+15	III BA+30/MA	IV MA+15	V MA+30	
Step						Step
1	\$38,580	\$41,580	\$44,080	\$46,580	\$49,080	1
2	\$38,580	\$41,580	\$44,080	\$46,580	\$49,080	2
3	\$40,980	\$43,980	\$46,480	\$48,980	\$51,480	3
4	\$44,880	\$47,880	\$50,380	\$52,880	\$55,380	4
5	\$47,780	\$50,780	\$53,280	\$55,780	\$58,280	5
6	\$51,680	\$54,680	\$57,180	\$59,680	\$62,180	6
7	\$54,580	\$57,580	\$60,080	\$62,580	\$65,080	7
8	\$57,480	\$60,480	\$62,980	\$65,480	\$67,980	8
9	\$59,440	\$62,440	\$64,940	\$67,440	\$69,940	9
10	\$62,380	\$65,380	\$67,880	\$70,380	\$72,880	10
11	\$65,320	\$68,320	\$70,820	\$73,320	\$77,080	11
12	\$68,260	\$71,260	\$73,760	\$76,260	\$82,960	12
13	\$71,200	\$74,200	\$76,700	\$79,200	\$83,940	13
14	\$73,200	\$76,200	\$78,700	\$81,200	\$87,650	14
15	\$75,200	\$78,200	\$83,180	\$86,050	\$87,970	15
16	\$75,480	\$78,480	\$83,873	\$86,330	\$88,750	16

Move a step; eliminate step 1; add one (1) step at end of guide

TEACHERS
2006-2007

	I BA	II BA+15	III BA+30/MA	IV MA+15	V MA+30	
Step						Step
1	\$42,115	\$45,615	\$48,115	\$50,615	\$53,115	1
2	\$42,615	\$46,115	\$48,615	\$51,115	\$53,615	2
3	\$42,615	\$46,115	\$48,615	\$51,115	\$53,615	3
4	\$45,515	\$49,015	\$51,515	\$54,015	\$56,515	4
5	\$48,415	\$51,915	\$54,415	\$56,915	\$59,415	5
6	\$51,315	\$54,815	\$57,315	\$59,815	\$62,315	6
7	\$54,215	\$57,715	\$60,215	\$62,715	\$65,215	7
8	\$57,115	\$60,615	\$63,115	\$65,615	\$68,115	8
9	\$60,015	\$63,515	\$66,015	\$68,515	\$71,015	9
10	\$62,515	\$66,015	\$68,515	\$71,015	\$73,515	10
11	\$65,015	\$68,515	\$71,015	\$73,515	\$76,015	11
12	\$67,515	\$71,015	\$73,515	\$76,015	\$79,275	12
13	\$70,015	\$73,515	\$76,015	\$78,515	\$84,715	13
14	\$72,515	\$76,015	\$78,515	\$81,015	\$85,255	14
15	\$74,515	\$78,015	\$80,515	\$83,015	\$88,965	15
16	\$76,480	\$79,980	\$84,873	\$87,330	\$89,750	16

Move a step

**TEACHERS
2007-2008**

	I BA	II BA+15	III BA+30/MA	IV MA+15	V MA+30	
Step						Step
1	\$45,520	\$49,670	\$52,170	\$54,670	\$57,170	1
2	\$45,520	\$49,670	\$52,170	\$54,670	\$57,170	2
3	\$46,020	\$50,170	\$52,670	\$55,170	\$57,670	3
4	\$46,020	\$50,170	\$52,670	\$55,170	\$57,670	4
5	\$48,840	\$52,990	\$55,490	\$57,990	\$60,490	5
6	\$51,660	\$55,810	\$58,310	\$60,810	\$63,310	6
7	\$54,480	\$58,630	\$61,130	\$63,630	\$66,130	7
8	\$57,300	\$61,450	\$63,950	\$66,450	\$68,950	8
9	\$60,120	\$64,270	\$66,770	\$69,270	\$71,770	9
10	\$62,940	\$67,090	\$69,590	\$72,090	\$74,590	10
11	\$65,440	\$69,590	\$72,090	\$74,590	\$77,090	11
12	\$67,940	\$72,090	\$74,590	\$77,090	\$79,590	12
13	\$70,440	\$74,590	\$77,090	\$79,590	\$82,200	13
14	\$72,940	\$77,090	\$79,590	\$82,090	\$87,640	14
15	\$75,440	\$79,590	\$82,090	\$84,590	\$88,180	15
16	\$77,480	\$81,630	\$85,873	\$88,330	\$90,750	16

Move a step; eliminate step 1

IN WITNESS WHEREOF

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008.

The parties have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and under their corporate seals to be placed thereon.

THE BOARD OF EDUCATION OF THE BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT

Harry A. Galinsky, Ed.D., President

Andrew Nemec, Board Secretary

THE BERGEN COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION

Mary Bosco, Co-President

Karen Becker, Co-President

